

## INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada  
Acting By and Through Its

**Nevada State Purchasing Division  
To Be Administered By:  
Department of Administration  
Purchasing Division  
515 E. Musser Street, Suite 300  
Carson City, NV 89701  
Contact: Nancy Feser  
Phone: 775-684-0175 Fax: 775-684-0188**

and

**North Lake Tahoe Fire Protection District  
866 Oriole Way  
Incline Village, NV 89451  
Contact: Isaac Powning  
Phone: 775-831-0351  
Email: ipowning@nltpd.net**

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services of [UNR] hereinafter set forth are both necessary to [UNR] and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.

3. CONTRACT TERM. This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Contract Termination*. Contract is subject to Board of Examiners' approval (anticipated to be January 10, 2017).

Effective from:	June 13, 2017	To:	June 12, 2019
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4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	STATE SOLICITATION OR RFQ #:3282 and AMENDMENT(S) # 1
ATTACHMENT BB:	NORTH LAKE TAHOE FIRE PROTECTION DISTRICT DECLARATION OF SELF INSURANCE
ATTACHMENT CC:	CONTRACTOR'S RESPONSE

A Contractor's attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

7. CONSIDERATION. The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

Cost will be provided on an as needed basis, based on Agency projects.
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<b>Scopes of Work Awarded:</b> 4.1 Forest Management Hand Crew Services and 4.8 Controlled Fire Services.
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Total Contract or installments payable at:
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Within 30 days upon receipt of invoice.
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Total Contract Not to Exceed:
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\$8,437,500.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.

11. LIMITED LIABILITY. Neither the State nor Contractor will waive, and both parties hereby intend to assert available Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by **NRS 353.260 and NRS 354.626.**

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or in equity.

14. INSURANCE SCHEDULE. Contractor is self-insured for all applicable general liability exposures and is insured for excess liability in accordance with the Declaration of Self-Insurance and Certificate of Liability Insurance as set forth in Attachment BB incorporated herein.

15. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract,

shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

16. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

19. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system design, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of the Contract. Contractor may use such items for its own educational research and publication purposes only. Otherwise, Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any material licensed for use by the State that is subject to patent, trademark or

20. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

21. RIGHT TO PUBLISH. Contractor may release information pertaining to the work or activities covered by the contract pursuant to educational and research functions of contractor or its employees. Contractor shall present to the State any proposed publication at least thirty (30) days prior to thereto in order to allow the State to review the publication and request deletion of any confidential information or to make other comments on content.

22. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

23. PROVISION OF SERVICE. Contractor represents and certifies that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry, shall conform to or exceed the specifications set forth in the incorporated attachments, and shall be fit for ordinary use, of good quality, with no material defects.

24. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

25. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

26. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

NORTH LAKE TATUM FIRE PROTECTION DISTRICT  
Public Agency

[Signature]  
Public Agency Signature

5/1/17  
Date

FIRE CHIEF  
Title

[Signature]  
Jeffery Haag

5-9-17  
Date

Administrator

Title

[Signature]

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form and compliance with law by:

On 6/13/17  
(Date)

[Signature]  
Deputy Attorney General for Attorney General, State of Nevada

On 8/16/17  
(Date)

**ATTACHMENT BB**

**INSURANCE**

**PUBLIC AGENCY**

**PUBLIC AGENCY COMPENSATION TRUST  
CERTIFICATE OF PARTICIPATION  
Issued to**

**North Lake Tahoe Fire Protection District**

The Public Agency Compensation Trust (hereinafter PACT) certifies that the above mentioned entity is a participating member of the PACT for the period beginning July 1, 2016 through July 1, 2017.

As a participating member, this entity is entitled to all the rights, privileges and protections and subject to all the duties and responsibilities under the Interlocal Cooperative Agreement, Bylaws and the Joint and Several Liability Agreement of PACT.

The following policies have been issued by PACT:

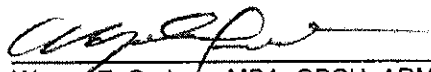
Public Agency Compensation Trust Coverage Form #PACT201617

Limits of liability afforded to PACT members, subject to the application for coverage, are as follows:

Workers Compensation each accident or disease	\$ Statutory
Employers Liability each accident or disease	\$2,000,000

PACT is hereby responsible for processing claims and paying benefits under Chapters 616A, 616B, 616C, 616D and 617 of NRS for employees of members of this association injured in industrial accidents or contracting occupational diseases occurring on or after 12:01 A.M. (Pacific Standard Time) as of the effective date of this certificate.

This certificate is not a contract of insurance and does not bind the insurance companies named hereon or PACT as such. The coverages provided will be governed by the terms and conditions of the PACT Coverage Form and excess insurance policies and by the Interlocal Cooperative Agreement, Bylaws and Joint and Several Liability Agreement of PACT; and all claims, questions or disputes will be settled by reference to the same.

  
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Wayne E. Carlson, MBA, CPCU, ARM  
Executive Director



**NEVADA PUBLIC AGENCY INSURANCE POOL  
CERTIFICATE OF PARTICIPATION**

issued to

**North Lake Tahoe Fire Protection District**

The Nevada Public Agency Insurance Pool (hereinafter NPAIP) certifies that the above-mentioned entity is a participating Member of NPAIP for the period beginning July 1, 2016 expiring July 1, 2017.

As a participating member, this entity is entitled to all the rights, privileges and protections and subject to all the duties and responsibilities under the Interlocal Cooperative Agreement and Bylaws of NPAIP and the coverage forms issued by NPAIP.

The following coverage forms apply to NPAIP and its Members:

Nevada Public Agency Insurance Pool Coverage Form: # NPAIP 201617

The lines of coverage and key limits of liability afforded to NPAIP members, subject to the coverage application and subject to additional sublimits as stated in the NPAIP Coverage Form, are summarized as follows:

**Property/Crime/Equipment Breakdown**

Blanket Limit per schedule of locations	\$ 300,000,000 per loss
Sublimit for earthquake coverage	\$ 150,000,000 annual aggregate
Sublimit for flood coverage	\$ 150,000,000 annual aggregate
Sublimit for flood coverage zone A	\$ 25,000,000 annual aggregate
Sublimit for Equipment Breakdown, Boiler & Machinery	\$ 100,000,000 each accident
Sublimit for Money & Securities including Dishonesty	\$ 500,000 each loss

**Casualty**

Bodily Injury, Property Damage, Personal Injury,	\$10,000,000 per event
Employment Based Benefits Administration,	\$10,000,000 annual aggregate
Law Enforcement Activities, and Wrongful Acts	

**Cyber Security Event**

Per Cyber Security Event	\$ 2,000,000 per event
	\$ 2,000,000 annual aggregate
Sublimit for Privacy Response Expense	\$ 500,000

Certain sublimits apply. All sublimits are a part of and not in addition to the Limits of Liability.

Participating member's Maintenance Deductible of \$1000 for each and every loss and/or claim and/or event.

This certificate is not a contract of insurance and does not bind NPAIP as such. The coverages provided will be governed by the terms and conditions of NPAIP Coverage Form and by the Interlocal Cooperative Agreement and Bylaws of NPAIP; and all claims, questions or disputes will be settled by reference to the same.

  
Wayne E. Carlson, MBA, CPCU, ARM  
Executive Director



NEVADA PUBLIC AGENCY INSURANCE POOL  
CERTIFICATE OF PARTICIPATION

Issued to

**North Lake Tahoe Fire Protection District**

The Nevada Public Agency Insurance Pool (hereinafter NPAIP) certifies that the above-mentioned entity is a participating member of the NPAIP Site Pollution Incident Legal Liability Select (spills) Insurance program for the period beginning July 1, 2016 expiring July 1, 2017.

As a participating member, this entity is entitled to all the rights, privileges and protections and subject to all the duties and responsibilities under the master policy of insurance issued to NPAIP on behalf of the participating members.

The following policy has been issued to NPAIP:

Ironshore Specialty Insurance Company  
Policy Number: #002796000

The lines of coverage and limits of liability afforded to participating members, subject to the insurance application, are as follows:

Site Pollution Incident Legal Liability Limit \$2,000,000 each incident  
\$10,000,000 policy aggregate

Participating member's deductible: \$25,000 each incident.

This certificate is not a contract of insurance and does not bind the insurance companies named hereon or NPAIP as such. The coverages provided will be governed by the terms and conditions of the master policy of insurance issued to NPAIP and all claims, questions or disputes will be settled by reference to the same.



Wayne E. Carlson, MBA, CPCU, ARM  
Executive Director